



**MEMORANDUM** Not On

Agenda Item No. 7(L)(1)(I)

**TO:** Honorable Chairperson Barbara Carey-Shuler, Ed.D.  
and Members, Board of County Commissioners

**DATE:** July 27, 2004

**FROM:** George Burgess  
County Manager

A handwritten signature in black ink, appearing to read "Burgess", is written over the printed name of George Burgess.

**SUBJECT:** Resolution authorizing  
Interlocal Agreement with  
the City of Miami Gardens  
for the Conveyance of Parks

**RECOMMENDATION**

It is recommended that the Board of County Commissioners approve the attached Resolution authorizing the County Manager to execute an Interlocal Agreement with the City of Miami Gardens for the conveyance of Andover Park, Brentwood Park and Pool, Buccaneer Park, Bunche Park and Pool, Carol City Community Center Park, Carol Park, Cloverleaf Park, Lake Lucerne Park, Miami Carol City Park, Myrtle Grove Park and Pool, North Dade Optimist Club, Norwood Park and Pool, Rolling Oaks Park, Scott Park, and Vista Verde Park to the City of Miami Gardens, and the execution of County Deeds for the parks.

**BACKGROUND**

The citizens of Miami Gardens approved a charter on May 13, 2003. The following local parks are within the municipal boundaries: Andover Park, Brentwood Park and Pool, Buccaneer Park, Bunche Park and Pool, Carol City Community Center Park, Carol Park, Cloverleaf Park, Lake Lucerne Park, Miami Carol City Park, Myrtle Grove Park and Pool, North Dade Optimist Club, Norwood Park and Pool, Rolling Oaks Park, Scott Park, and Vista Verde Park. The County, through the Park and Recreation Department, has determined to convey the above listed parks to the City of Miami Gardens. The attached Interlocal Agreement deals with the conveyance and related issues including continuing construction projects at the parks, existing permits and leases, and Article 6 of the Home Rule Charter. Upon consideration and approval of this resolution the attached sixteen County Deeds will convey the parks.

A handwritten signature in black ink, appearing to read "Alex Muñoz", is written over the printed name of Alex Muñoz.

Alex Muñoz  
Assistant County Manager

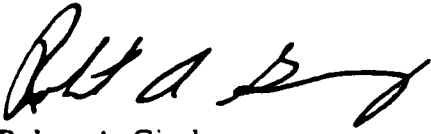


# MEMORANDUM

(Revised)

**TO:** Hon. Chairperson Barbara Carey-Shuler, Ed.D.  
and Members, Board of County Commissioners

**DATE:** July 27, 2004

  
**FROM:** Robert A. Ginsburg  
County Attorney

Not On  
**SUBJECT:** Agenda Item No. 7(L)(1)(I)

Please note any items checked.

- ☒ **"4-Day Rule" ("3-Day Rule" for committees) applicable if raised**
- ☐ **6 weeks required between first reading and public hearing**
- ☐ **4 weeks notification to municipal officials required prior to public hearing**
- ☐ **Decreases revenues or increases expenditures without balancing budget**
- ☐ **Budget required**
- ☐ **Statement of fiscal impact required**
- ☐ **Bid waiver requiring County Manager's written recommendation**
- ☐ **Ordinance creating a new board requires detailed County Manager's report for public hearing**
- ☐ **Housekeeping item (no policy decision required)**
- ☐ **No committee review**

Approved \_\_\_\_\_ Mayor  
Veto \_\_\_\_\_  
Override \_\_\_\_\_

Not On  
Agenda Item No. 7(L)(1)(I)  
7-27-04

RESOLUTION NO. \_\_\_\_\_

RESOLUTION AUTHORIZING THE EXECUTION OF AN INTERLOCAL AGREEMENT WITH MIAMI GARDENS FOR THE CONVEYANCE OF ANDOVER PARK, BRENTWOOD PARK AND POOL, BUCCANEER PARK, BUNCHE PARK AND POOL, CAROL CITY COMMUNITY CENTER PARK, CAROL PARK, CLOVERLEAF PARK, LAKE LUCERNE PARK, MIAMI CAROL CITY PARK, MYRTLE GROVE PARK AND POOL, NORTH DADE OPTIMIST CLUB, NORWOOD PARK AND POOL, ROLLING OAKS PARK, SCOTT PARK, AND VISTA VERDE PARK DISTRICT PARKS AND AUTHORIZING EXECUTION OF COUNTY DEED FOR THE SAME TO THE CITY OF MIAMI

**WHEREAS**, this Board desires to accomplish the purposes outlined in the accompanying memorandum, a copy of which is incorporated herein by reference; and

**WHEREAS**, Miami-Dade County and the City of Miami Gardens desire to enter into an Interlocal agreement to govern the conditions by which various parks that formerly were part of the Unincorporated Municipal Service Area can be transferred to the City,

**NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF COUNTY COMMISSIONERS OF MIAMI-DADE COUNTY, FLORIDA**, that this Board approves the Interlocal Agreement between Miami-Dade County and the City of Miami Gardens, in substantially the form attached hereto and made a part thereof; and the execution of a County deed for the parks named above, and authorizes the County Manager to execute same for and on behalf of Miami-Dade County, after approval by the County Attorney's Office.

The foregoing resolution was offered by Commissioner \_\_\_\_\_, who moved its adoption. The motion was seconded by Commissioner \_\_\_\_\_ and upon being put to a vote, the vote was as follows:

Dr. Barbara Carey-Shuler, Chairperson

Katy Sorenson, Vice-Chairperson

Bruno A. Barreiro

Betty T. Ferguson

Joe A. Martinez

Dennis C. Moss

Natacha Seijas

Sen. Javier D. Souto

Jose "Pepe" Diaz

Sally A. Heyman

Jimmy L. Morales

Dorrian D. Rolle

Rebeca Sosa

The Chairperson thereupon declared the resolution duly passed and adopted this 27<sup>th</sup> day of July, 2004. This Resolution and contract, if not vetoed, shall become effective in accordance with Resolution No. R-377-04.

MIAMI-DADE COUNTY, FLORIDA  
BY ITS BOARD OF  
COUNTY COMMISSIONERS

HARVEY RUVIN, CLERK

By: \_\_\_\_\_  
Deputy Clerk

Approved by County Attorney as  
to form and legal sufficiency.



Stephanie R. Miller

**INTERLOCAL AGREEMENT  
BETWEEN  
MIAMI-DADE COUNTY AND  
CITY OF MIAMI GARDENS**

This is an Interlocal Agreement between Miami-Dade County, a political subdivision of the State of Florida (the "COUNTY") and the City of Miami Gardens, a municipal corporation of the State of Florida (the "CITY"), entered into this \_\_\_\_\_ day of \_\_\_\_\_, 2004 (the "Agreement").

**WITNESSETH**

**WHEREAS**, a Charter for the City of Miami Gardens was approved by a majority of the voters of the City at the election held on May 13, 2003, and the City Council took office on July 23, 2003; and,

**WHEREAS**, the COUNTY owns, operates and maintains local parks within the municipal boundaries, including the parks listed in Exhibit A; and,

**WHEREAS**, the COUNTY wishes to convey and the CITY wishes to receive said local parks that are COUNTY owned (the "Parks"), namely, Andover Park, Brentwood Park, Brentwood Pool, Buccaneer Park, Bunche Park and Pool, Carol City Community Center Park, Carol Park, Cloverleaf Park, Lake Lucerne Park, Miami Carol City Park, Myrtle Grove Park, North Dade Optimist Club, Norwood Park, Rolling Oaks Park, Scott Park, and Vista Verde Park; and,

**WHEREAS**, it is in the best interest of the COUNTY and the CITY to provide recreational facilities and opportunities to residents of the CITY and the COUNTY;

**NOW, THEREFORE, IN CONSIDERATION OF THE FOLLOWING MUTUAL COVENANTS THE COUNTY AND THE CITY AGREE AS FOLLOWS:**

1. **Recitals**

The above recitals are true and correct and incorporated herein by reference.

2. **Transfer of Real Property**

- a. The COUNTY shall convey the Parks under COUNTY ownership to the CITY and shall execute and deliver to the CITY the attached COUNTY Deeds, incorporated herein as Exhibits "B."
- b. Property and facilities are conveyed in an as-is condition, and subject to all easements, agreements, and restrictions.
- c. Prior to the conveyance of the Parks, the COUNTY shall provide the CITY with a list of all remaining agreements for services that the COUNTY may have with vendors or organizations providing services at the Parks. Upon direction from the City Manager, the County Manager or his/her designee shall either terminate the third party agreements prior to the conveyance of the Parks or execute an assignment of such agreements to the City. Upon conveyance of the Parks, the COUNTY shall provide the CITY with a copy of all permits, plans, and any other documents pertaining to the COUNTY's operation of the Parks
- d. The conveyance from the COUNTY to the CITY includes the conveyance of County-owned personal property, fixtures, and equipment located at or in use at the Parks, which has been previously determined during a walk through examination by staff designated by the COUNTY and the CITY.
- e. Equipment not owned by the County, but stored within County buildings, shall not be conveyed. This includes, but is not limited, to those buildings in use by the volunteer organizations that run youth sports and other programs at the Parks.
- f. Prior to the conveyance of the Parks, the COUNTY shall take all steps necessary to transfer and/or assign any warranties or guarantees the COUNTY may have for park improvements or equipment to the CITY
- g. The City Manager and the Director of the Miami-Dade Park and Recreation Department shall mutually agree to the date of the execution and transfer of the conveyance documents to the City, provided further that the transfer of the Parks shall occur no later than 120 days from the date of execution of this Agreement.
- h. The Permit to Conduct Business on County Property that was executed between the CITY and the COUNTY on February 1, 2004, will be terminated upon execution of this Interlocal Agreement.

3. **Restrictions Related to the City's Use of the Property** As a condition to the acceptance of the Property, the CITY agrees that
- a. Article 6 of the Miami Dade County Home Rule Charter shall apply to the Parks.
  - b. The CITY shall not discriminate against UMSA residents in program registration, pricing or other policies as they relate to the use of the Parks.
  - c. Should the CITY violate any of the restrictions listed in Sections 3.a through 3.b, the COUNTY shall provide the CITY with written notice of the alleged violations including a statement that "The COUNTY will exercise its reversionary interest in the property if the violation is not cured." Within 45 days of receipt of the notice, the CITY shall cure the violation. If the violation is of a type that cannot be cured within this time period, the CITY shall notify the COUNTY in writing specifying the reason and the additional time required to cure the violation. Such time shall not be unreasonably withheld. However, in no event shall the time to cure exceed 90 days, unless such time period is extended by action of the COUNTY Commission. Failure of the CITY to cure the violation within the specified time period shall result in the Property automatically reverting to the COUNTY.

4. **Further conditions of conveyance**

- a. By accepting this conveyance, the CITY agrees that it will make every good faith effort to develop, operate and maintain the Parks in a manner that provides appropriate active and passive recreational opportunities to park users consistent with normal and customary park and recreation policies.
- b. The Parks will be operated and maintained in a manner equal to or better than Miami-Dade County Park and Recreation Department standards.
- c. With respect to the balance of Safe Neighborhood Park Bond funds contracted by and between the Miami-Dade County Parks and Recreation Department and the County's Office of Safe Neighborhood Parks for improvements to Brentwood, Bunche, Carol City Community Center, Carol, Lake Lucerne, Myrtle Grove, Norwood, Rolling Oaks, and Scott Parks, the CITY will agree to utilize these funds within these parks subject to discussions with and approval of the Safe Neighborhood Park Bond Oversight Board.
- d. Subject to an agreement with Miami-Dade County Office of Capital Improvements Construction Coordination, with respect to the balance of Quality Neighborhood Improvement Program funds being held by the COUNTY the CITY will agree to utilize these funds within these parks: Brentwood, Buccaneer, Bunche, Carol City Community Center, Carol, Miami Carol City, and Myrtle Grove as subject to discussion with the

Miami Dade County Department of Park and Recreation and the Miami Dade County Office of Capital Improvements Coordination.

- e. With respect to the balance of Park Impact Fees being held by the COUNTY, the CITY will agree to utilize these funds within the designated parks subject to discussion with the Department of Park and Recreation.
- f. With respect to the ongoing 40-year inspection of County-owned buildings, the Department has identified the following parks that will continue to need modifications: Brentwood, Bunche Pool, Myrtle Grove, and Norwood Parks. the COUNTY will make those modifications that it has undertaken.
- g. With respect to community based organization grants for improvements to Carol City Community Center, North Dade Optimist Club, and Scott Parks, the CITY will agree that these funds will continue to be utilized for improvements to these parks, in accordance with all plans and permits that the COUNTY has obtained to the date of this agreement.
- h. The CITY will generally develop the parks in accordance with plans and permits that the COUNTY has obtained to the date of this agreement.
- i. At Vista Verde Park, the CITY will allow the COUNTY access to collect the seeds of the pine trees so as to allow propagation of the species.

**5. Indemnification**

- a. Prior to the date of conveyance of the Parks, the COUNTY shall provide the CITY with any known claims, litigation or other proceedings that may be pending regarding the COUNTY's operation of the Parks
- b. To the extent permitted by law and as limited by Section 768.28, Florida Statutes, the COUNTY shall indemnify the CITY, its officers, agents and employees for any and all liability, losses or damages, including attorney's fees and costs of defense, which the CITY, its officers, agents and employees may incur as a result of any claim, demand, suit, or cause of action or proceeding of any kind or nature arising out of, or relating to, or resulting solely from the negligence of the COUNTY, its officers, agents or employees in the performance of this Agreement.
- c. The CITY shall indemnify and hold harmless the COUNTY and its officers, employees, agents, and instrumentalities from any and all liability, losses, or damages, including attorneys' fees and costs of defense, which the COUNTY or its officer, employees, agents, or instrumentalities may incur as a result of claims, demands, suits, causes of action or proceedings of any kind or nature arising out of, relating to or resulting from the performance of this Agreement by the CITY or its employees, agents, servants, partners, principals or subcontractors. The CITY shall pay all claims and losses in connection therewith and shall investigate and defend all claims, suits, or



actions of any kind or nature in the name of the COUNTY, where applicable, including appellate proceedings, and shall pay all costs, judgments, and attorney's fees that may issue thereon. Provided, however, this indemnification shall only be to the extent and within the limitations of Section 768.28, Florida Statutes, subject to the provisions of that Statute whereby the CITY shall not be held liable to pay a personal injury or property damage claim or judgment by any one person, which exceeds the sum of \$100,000, or any claim or judgment paid by the CITY arising out of the same incident or occurrence, exceed the sum of \$200,000 from any and all personal injury or property damage claims, liabilities, losses or causes of action, which may arise as a result of the CITY's negligence.

7. **Notices**

All notices hereunder must be in writing and shall be deemed validly given if sent by certified mail, return receipt requested, or by hand delivery, or by overnight delivery to the addresses as follow (or any other address that the party to be notified may have designated to the sender by like notice):

County: Miami-Dade County Manager  
111 N.W. First Street, Suite 2910  
Miami, Florida 33128

Copied to: County Attorney, Miami-Dade County  
111 N.W. First Street, Suite 2810  
Miami, Florida 33128

and Director, Miami-Dade County Parks and  
Recreation Department  
275 NW 2<sup>nd</sup> Street, 5<sup>th</sup> Floor  
Miami, Florida 33128

City: Dr. Danny O. Crew, City Manager  
City of Miami Gardens  
17801 NW Second Avenue, Suite 201  
Miami Gardens, Florida 33169

Copied to: City Attorney  
City of Miami Gardens  
17801 NW Second Avenue, Suite 201  
Miami Gardens, Florida 33169

8. **Entire Agreement**

The CITY and the County agree that this is the entire Agreement between the parties. This Agreement supersedes all prior negotiations, correspondence, conversations, agreements or understandings applicable to the matters contained herein, and there are no commitments, agreements or understandings concerning the subject matter of this Agreement that are not contained in this document. This Agreement cannot be modified or amended without the express written consent of the parties. Accordingly, no modification, amendment or alteration of the terms or conditions contained herein shall be effective unless contained in a written document executed with the same formality and of equal dignity herewith. Notwithstanding any provision herein, this agreement in no way obviates or nullifies the obligations of the CITY under the CITY Charter.

9. **Amendments**

This Agreement may be modified only by an agreement in writing signed and sealed by the CITY Mayor and the County Manager of Miami-Dade County.

10. **Severability**

If any term or provision of this Agreement shall to any extent be held invalid or unenforceable, the remainder of this Agreement shall not be affected and each term and provision of this Agreement shall be valid and be enforced to the fullest extent permitted by law.

11. **Assignment**

Neither this Agreement nor any term nor provision hereof or right hereunder shall be assignable by any parties and any attempt to make such assignment shall be void.

12. **Governing Law**

This Agreement shall be construed in accordance with the laws of the State of Florida, and any proceedings arising in any matter pertaining to this Agreement shall, to the extent permitted by law, be held in Miami-Dade County, Florida.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed on their behalf as of the date first above written.

APPROVED AS TO FORM AND  
LEGAL SUFFICIENCY:

By: \_\_\_\_\_  
City Attorney

**CITY OF MIAMI GARDENS,**  
a municipal corporation

By: \_\_\_\_\_  
City Mayor

**MIAMI-DADE COUNTY**  
a political subdivision of the State of

Florida

By its Board of County  
Commissioners:

ATTEST:  
By: \_\_\_\_\_  
Clerk

By: \_\_\_\_\_  
County Manager

APPROVED AS TO FORM AND  
LEGAL SUFFICIENCY:

By: \_\_\_\_\_  
County Attorney

Miami Gardens Incorporation--parks to be conveyed

Andover Park  
Brentwood Park  
Brentwood Pool  
Buccaneer Park  
Bunche Park & Pool  
Carol City Community Center Park  
Carol Park  
Cloverleaf Park  
Lake Lucerne Park  
Miami Carol City Park  
Myrtle Grove Park & Pool  
North Dade Optimist Club  
Norwood Park  
Rolling Oaks Park  
Scott Park  
Vista Verde Park

Exhibit A

Instrument prepared under the direction of  
Thomas Goldstein, Assistant County Attorney:  
111 N.W. 1 Street, 28 Floor  
Miami, Florida 33128-1907

Folio No. 34-1136-003-2450

## COUNTY DEED

THIS DEED, made this            day of            2004, A.D. by **MIAMI-DADE COUNTY, FLORIDA**, a Political Subdivision of the State of Florida, party of the first part, whose address is: Stephen P. Clark Center, 111 N.W. 1 Street Suite 2460, Miami, Florida 33128-1963, and the **CITY OF MIAMI GARDENS**, party of the second part, whose address is 17801 NW Second Avenue, Miami Gardens, Florida 33169.

### ***WITNESSETH:***

That the said party of the first part, for no consideration and in accordance with Florida Statute 197.592(3) has granted, bargained, and conveyed as is, **Andover Park** to the said party of the second part, his/her heirs and assigns forever, the following described land lying and being in Miami-Dade County, Florida:

Folio 34 1136 003 2450

Tract B, Block 21 of Andover First Addition, Plat Book 72 Page 36

The CITY shall: a) maintain the property in perpetuity as a public park, b) agree to govern itself, in regards to the subject property, in accordance with Article 6 of the County Charter, c) allow all unincorporated residents equal access and use of the park and not discriminate in program registration, pricing and other policies.

The CITY agrees that it will make every good faith effort to develop, operate and maintain the Park in a manner that provides appropriate active and passive recreational opportunities to park users consistent with normal and customary park and recreation policies.

Upon failure of the CITY to abide by any of the restrictions listed in (a) through (c), the County shall provide the CITY with written notice of the alleged violations including a statement "The County will exercise its reversionary interest in the property if the violation is not cured." Within 45 days of receipt of the notice, the CITY shall cure the violation. If the violation is of a type that cannot be cured within this time period, the CITY shall notify the County in writing specifying the reason and the additional time required to cure the violation. However, in no event shall the time to cure exceed 90 days, unless such time period is extended by action of the County Commission. Failure of the CITY to comply with all of the terms of this paragraph, after thirty days written notice, shall cause the title to automatically revert to Miami-Dade County.

This grant conveys only the interest of the County and its Board of County Commissioners in the property herein described and shall not be deemed to warrant the title or to represent any state of facts concerning the same.

IN WITNESS WHEREOF the said party of the first part has caused these presents to be executed in its name by its Board of County Commissioners acting by the Mayor of said Board, the day and year aforesaid.

(OFFICIAL SEAL)

ATTEST:

HARVEY RUVIN, CLERK

MIAMI-DADE COUNTY, FLORIDA  
BY ITS BOARD OF  
COUNTY COMMISSIONERS

By: \_\_\_\_\_  
Deputy Clerk

By: \_\_\_\_\_  
Mayor

Approved for legal sufficiency: \_\_\_\_\_

The foregoing was authorized and approved by Resolution No. R-\_\_\_\_\_ of the Board of County Commissioners of Miami-Dade County, Florida, on the \_\_\_\_\_ day of \_\_\_\_\_, 2003.

Instrument prepared under the direction of  
Thomas Goldstein, Assistant County Attorney:  
111 N.W. 1 Street, 28 Floor  
Miami, Florida 33128-1907

Folio No. 34-2104-016-1460

## COUNTY DEED

THIS DEED, made this            day of            2004, A.D. by **MIAMI-DADE COUNTY, FLORIDA**, a Political Subdivision of the State of Florida, party of the first part, whose address is: Stephen P. Clark Center, 111 N.W. 1 Street Suite 2460, Miami, Florida 33128-1963, and the **CITY OF MIAMI GARDENS**, party of the second part, whose address is 17801 NW Second Avenue, Miami Gardens, Florida 33169.

### *WITNESSETH:*

That the said party of the first part, for no consideration and in accordance with Florida Statute 197.592(3) has granted, bargained, and conveyed as is, **Brentwood Park** to the said party of the second part, his/her heirs and assigns forever, the following described land lying and being in Miami-Dade County, Florida:

Folio Number 34-2104-016-1460

Tract "H" of Leslie Estates Section Two, as recorded in Plat Book 93, Page 65

The CITY shall: a) maintain the property in perpetuity as a public park, b) agree to govern itself, in regards to the subject property, in accordance with Article 6 of the County Charter, c) allow all unincorporated residents equal access and use of the park and not discriminate in program registration, pricing and other policies.

The CITY agrees that it will make every good faith effort to develop, operate and maintain the Park in a manner that provides appropriate active and passive recreational opportunities to park users consistent with normal and customary park and recreation policies.



Upon failure of the CITY to abide by any of the restrictions listed in (a) through (c), the County shall provide the CITY with written notice of the alleged violations including a statement "The County will exercise its reversionary interest in the property if the violation is not cured." Within 45 days of receipt of the notice, the CITY shall cure the violation. If the violation is of a type that cannot be cured within this time period, the CITY shall notify the County in writing specifying the reason and the additional time required to cure the violation. However, in no event shall the time to cure exceed 90 days, unless such time period is extended by action of the County Commission. Failure of the CITY to comply with all of the terms of this paragraph, after thirty days written notice, shall cause the title to automatically revert to Miami-Dade County.

This grant conveys only the interest of the County and its Board of County Commissioners in the property herein described and shall not be deemed to warrant the title or to represent any state of facts concerning the same.

IN WITNESS WHEREOF the said party of the first part has caused these presents to be executed in its name by its Board of County Commissioners acting by the Mayor of said Board, the day and year aforesaid.

(OFFICIAL SEAL)

ATTEST:

HARVEY RUVIN, CLERK

MIAMI-DADE COUNTY, FLORIDA  
BY ITS BOARD OF  
COUNTY COMMISSIONERS

By: \_\_\_\_\_  
Deputy Clerk

By: \_\_\_\_\_  
Mayor

Approved for legal sufficiency: \_\_\_\_\_

The foregoing was authorized and approved by Resolution No. R-\_\_\_\_\_ of the Board of County Commissioners of Miami-Dade County, Florida, on the \_\_\_\_\_ day of \_\_\_\_\_, 2003.

Instrument prepared under the direction of  
Thomas Goldstein, Assistant County Attorney:  
111 N.W. 1 Street, 28 Floor  
Miami, Florida 33128-1907

Folio No. 34-2104-001-0390

## COUNTY DEED

THIS DEED, made this            day of            2004, A.D. by **MIAMI-DADE COUNTY, FLORIDA**, a Political Subdivision of the State of Florida, party of the first part, whose address is: Stephen P. Clark Center, 111 N.W. 1 Street Suite 2460, Miami, Florida 33128-1963, and the **CITY OF MIAMI GARDENS**, party of the second part, whose address is, 900 Avenue, MIAMI GARDENS, Florida 33157.

### *WITNESSETH:*

That the said party of the first part, for no consideration and in accordance with Florida Statute 197.592(3) has granted, bargained, and conveyed as is, **Brentwood Pool** to the said party of the second part, his/her heirs and assigns forever, the following described land lying and being in Miami-Dade County, Florida:

Folio 34-2104-001-0390

Legal Description as described in Warranty Deed recorded in ORB 10082 Page 2192

The CITY shall: a) maintain the property in perpetuity as a public park, b) agree to govern itself, in regards to the subject property, in accordance with Article 6 of the County Charter, c) allow all unincorporated residents equal access and use of the park and not discriminate in program registration, pricing and other policies.

The CITY agrees that it will make every good faith effort to develop, operate and maintain the Park in a manner that provides appropriate active and passive recreational opportunities to park users consistent with normal and customary park and recreation policies.

Upon failure of the CITY to abide by any of the restrictions listed in (a) through (c), the County shall provide the CITY with written notice of the alleged violations including a statement "The County will exercise its reversionary interest in the property if the violation is not cured." Within 45 days of receipt of the notice, the CITY shall cure the violation. If the violation is of a type that cannot be cured within this time period, the CITY shall notify the County in writing specifying the reason and the additional time required to cure the violation. However, in no event shall the time to cure exceed 90 days, unless such time period is extended by action of the County Commission. Failure of the CITY to comply with all of the terms of this paragraph, after thirty days written notice, shall cause the title to automatically revert to Miami-Dade County.

This grant conveys only the interest of the County and its Board of County Commissioners in the property herein described and shall not be deemed to warrant the title or to represent any state of facts concerning the same.

IN WITNESS WHEREOF the said party of the first part has caused these presents to be executed in its name by its Board of County Commissioners acting by the Mayor of said Board, the day and year aforesaid.

(OFFICIAL SEAL)

ATTEST:

HARVEY RUVIN, CLERK

MIAMI-DADE COUNTY, FLORIDA  
BY ITS BOARD OF  
COUNTY COMMISSIONERS

By: \_\_\_\_\_  
Deputy Clerk

By: \_\_\_\_\_  
Mayor

Approved for legal sufficiency: \_\_\_\_\_

The foregoing was authorized and approved by Resolution No. R-\_\_\_\_\_ of the Board of County Commissioners of Miami-Dade County, Florida, on the \_\_\_\_\_ day of \_\_\_\_\_, 2003.

Instrument prepared under the direction of  
Thomas Goldstein, Assistant County Attorney:  
111 N.W. 1 Street, 28 Floor  
Miami, Florida 33128-1907

Folio No. 34-2115-004-0290 and 34-2115-003-6540

## COUNTY DEED

THIS DEED, made this            day of            2004, A.D. by **MIAMI-DADE COUNTY, FLORIDA**, a Political Subdivision of the State of Florida, party of the first part, whose address is: Stephen P. Clark Center, 111 N.W. 1 Street Suite 2460, Miami, Florida 33128-1963, and the **CITY OF MIAMI GARDENS**, party of the second part, whose address is 17801 NW Second Avenue, Miami Gardens, Florida 33169.

### *WITNESSETH:*

That the said party of the first part, for no consideration and in accordance with Florida Statute 197.592(3) has granted, bargained, and conveyed as is, **Bunche Park and Pool** to the said party of the second part, his/her heirs and assigns forever, the following described land lying and being in Miami-Dade County, Florida:

Folio Number 34-2115-004-0290

Lots 29 thru 35, Block 30 and Tract A of Bunche Park, Plat Book 50 Page 20

Folio Number 34-2115-003-6540

Tract A of Block 25 of Bunche Park Plat Book 50 Page 20

The CITY shall: a) maintain the property in perpetuity as a public park, b) agree to govern itself, in regards to the subject property, in accordance with Article 6 of the County Charter, c) allow all unincorporated residents equal access and use of the park and not discriminate in program registration, pricing and other policies.

The CITY agrees that it will make every good faith effort to develop, operate and maintain the Park in a manner that provides appropriate active and passive recreational opportunities to park users consistent with normal and customary park and recreation policies.

Upon failure of the CITY to abide by any of the restrictions listed in (a) through (c), the County shall provide the CITY with written notice of the alleged violations including a statement "The County will exercise its reversionary interest in the property if the violation is not cured." Within 45 days of receipt of the notice, the CITY shall cure the violation. If the violation is of a type that cannot be cured within this time period, the CITY shall notify the County in writing specifying the reason and the additional time required to cure the violation. However, in no event shall the time to cure exceed 90 days, unless such time period is extended by action of the County Commission. Failure of the CITY to comply with all of the terms of this paragraph, after thirty days written notice, shall cause the title to automatically revert to Miami-Dade County.

This grant conveys only the interest of the County and its Board of County Commissioners in the property herein described and shall not be deemed to warrant the title or to represent any state of facts concerning the same.

IN WITNESS WHEREOF the said party of the first part has caused these presents to be executed in its name by its Board of County Commissioners acting by the Mayor of said Board, the day and year aforesaid.

(OFFICIAL SEAL)

ATTEST:

HARVEY RUVIN, CLERK

MIAMI-DADE COUNTY, FLORIDA  
BY ITS BOARD OF  
COUNTY COMMISSIONERS

By: \_\_\_\_\_  
Deputy Clerk

By: \_\_\_\_\_  
Mayor

Approved for legal sufficiency: \_\_\_\_\_

The foregoing was authorized and approved by Resolution No. R-\_\_\_\_\_ of the Board of County Commissioners of Miami-Dade County, Florida, on the \_\_\_\_\_ day of \_\_\_\_\_, 2003.



Instrument prepared under the direction of  
Thomas Goldstein, Assistant County Attorney:  
111 N.W. 1 Street, 28 Floor  
Miami, Florida 33128-1907

Folio No. 34-2104-001-0030

## COUNTY DEED

THIS DEED, made this            day of            2004, A.D. by **MIAMI-DADE COUNTY, FLORIDA**, a Political Subdivision of the State of Florida, party of the first part, whose address is: Stephen P. Clark Center, 111 N.W. 1 Street Suite 2460, Miami, Florida 33128-1963, and the **CITY OF MIAMI GARDENS**, party of the second part, whose address is, 17801 NW Second Avenue, Miami Gardens, Florida 33169.

### ***WITNESSETH:***

That the said party of the first part, for no consideration and in accordance with Florida Statute 197.592(3) has granted, bargained, and conveyed as is, **Carol City Community Center Park** to the said party of the second part, his/her heirs and assigns forever, the following described land lying and being in Miami-Dade County, Florida:

Folio Number 34-2104-001-0030

Legal Description attached as Exhibit A

The CITY shall: a) maintain the property in perpetuity as a public park, b) agree to govern itself, in regards to the subject property, in accordance with Article 6 of the County Charter, c) allow all unincorporated residents equal access and use of the park and not discriminate in program registration, pricing and other policies.

The CITY agrees that it will make every good faith effort to develop, operate and maintain the Park in a manner that provides appropriate active and passive recreational opportunities to park users consistent with normal and customary park and recreation policies.

Upon failure of the CITY to abide by any of the restrictions listed in (a) through (c), the County shall provide the CITY with written notice of the alleged violations including a statement “The County will exercise its reversionary interest in the property if the violation is not cured.” Within 45 days of receipt of the notice, the CITY shall cure the violation. If the violation is of a type that cannot be cured within this time period, the CITY shall notify the County in writing specifying the reason and the additional time required to cure the violation. However, in no event shall the time to cure exceed 90 days, unless such time period is extended by action of the County Commission. Failure of the CITY to comply with all of the terms of this paragraph, after thirty days written notice, shall cause the title to automatically revert to Miami-Dade County.

This grant conveys only the interest of the County and its Board of County Commissioners in the property herein described and shall not be deemed to warrant the title or to represent any state of facts concerning the same.

IN WITNESS WHEREOF the said party of the first part has caused these presents to be executed in its name by its Board of County Commissioners acting by the Mayor of said Board, the day and year aforesaid.

(OFFICIAL SEAL)

ATTEST:

HARVEY RUVIN, CLERK

MIAMI-DADE COUNTY, FLORIDA  
BY ITS BOARD OF  
COUNTY COMMISSIONERS

By: \_\_\_\_\_  
Deputy Clerk

By: \_\_\_\_\_  
Mayor

Approved for legal sufficiency: \_\_\_\_\_

The foregoing was authorized and approved by Resolution No. R-\_\_\_\_\_ of the Board of County Commissioners of Miami-Dade County, Florida, on the \_\_\_\_\_ day of \_\_\_\_\_, 2003.

**Carol City Community Center Park**  
**Legal Description**

MIAMI GARDENS PB 2-96 PORT OF TRS 4 THRU 9 & 25 THRU 28 & TRS  
66 THRU 70 OF EVERGLADES SUGAR & LAND CO PB 2-75 DESC

Exhibit A

Instrument prepared under the direction of  
Thomas Goldstein, Assistant County Attorney:  
111 N.W. 1 Street, 28 Floor  
Miami, Florida 33128-1907

Folio No. 34-2108-010-3520

## COUNTY DEED

THIS DEED, made this            day of            2004, A.D. by **MIAMI-DADE COUNTY, FLORIDA**, a Political Subdivision of the State of Florida, party of the first part, whose address is: Stephen P. Clark Center, 111 N.W. 1 Street Suite 2460, Miami, Florida 33128-1963, and the **CITY OF MIAMI GARDENS**, party of the second part, whose address is, 17801 NW Second Avenue, Miami Gardens, Florida 33169.

### ***WITNESSETH:***

That the said party of the first part, for no consideration and in accordance with Florida Statute 197.592(3) has granted, bargained, and conveyed as is, **Carol Park** to the said party of the second part, his/her heirs and assigns forever, the following described land lying and being in Miami-Dade County, Florida:

Folio Number 34-2108-010-3520

Tract A of Block 53 of Carol City First Addition as recorded in Plat Book 60 Page 19

The CITY shall: a) maintain the property in perpetuity as a public park, b) agree to govern itself, in regards to the subject property, in accordance with Article 6 of the County Charter, c) allow all unincorporated residents equal access and use of the park and not discriminate in program registration, pricing and other policies.

The CITY agrees that it will make every good faith effort to develop, operate and maintain the Park in a manner that provides appropriate active and passive recreational opportunities to park users consistent with normal and customary park and recreation policies.

Upon failure of the CITY to abide by any of the restrictions listed in (a) through (c), the County shall provide the CITY with written notice of the alleged violations including a statement "The County will exercise its reversionary interest in the property if the violation is not cured." Within 45 days of receipt of the notice, the CITY shall cure the violation. If the violation is of a type that cannot be cured within this time period, the CITY shall notify the County in writing specifying the reason and the additional time required to cure the violation. However, in no event shall the time to cure exceed 90 days, unless such time period is extended by action of the County Commission. Failure of the CITY to comply with all of the terms of this paragraph, after thirty days written notice, shall cause the title to automatically revert to Miami-Dade County.

This grant conveys only the interest of the County and its Board of County Commissioners in the property herein described and shall not be deemed to warrant the title or to represent any state of facts concerning the same.

IN WITNESS WHEREOF the said party of the first part has caused these presents to be executed in its name by its Board of County Commissioners acting by the Mayor of said Board, the day and year aforesaid.

(OFFICIAL SEAL)

ATTEST:

HARVEY RUVIN, CLERK

MIAMI-DADE COUNTY, FLORIDA  
BY ITS BOARD OF  
COUNTY COMMISSIONERS

By: \_\_\_\_\_  
Deputy Clerk

By: \_\_\_\_\_  
Mayor

Approved for legal sufficiency: \_\_\_\_\_

The foregoing was authorized and approved by Resolution No. R-\_\_\_\_\_ of the Board of County Commissioners of Miami-Dade County, Florida, on the \_\_\_\_\_ day of \_\_\_\_\_, 2003.

Instrument prepared under the direction of  
Thomas Goldstein, Assistant County Attorney:  
111 N.W. 1 Street, 28 Floor  
Miami, Florida 33128-1907

Folio No. 34-2101-013-3730

## COUNTY DEED

THIS DEED, made this            day of            2004, A.D. by **MIAMI-DADE COUNTY, FLORIDA**, a Political Subdivision of the State of Florida, party of the first part, whose address is: Stephen P. Clark Center, 111 N.W. 1 Street Suite 2460, Miami, Florida 33128-1963, and the **CITY OF MIAMI GARDENS**, party of the second part, whose address is, 17801 NW Second Avenue, Miami Gardens, Florida 33169.

### *WITNESSETH:*

That the said party of the first part, for no consideration and in accordance with Florida Statute 197.592(3) has granted, bargained, and conveyed as is, **Cloverleaf Park** to the said party of the second part, his/her heirs and assigns forever, the following described land lying and being in Miami-Dade County, Florida:

Folio Number 34-2101-013-3730

Tract B of Sierra Mirada, as recorded in Plat Book 57 Page 27

The CITY shall: a) maintain the property in perpetuity as a public park, b) agree to govern itself, in regards to the subject property, in accordance with Article 6 of the County Charter, c) allow all unincorporated residents equal access and use of the park and not discriminate in program registration, pricing and other policies.

The CITY agrees that it will make every good faith effort to develop, operate and maintain the Park in a manner that provides appropriate active and passive recreational opportunities to park users consistent with normal and customary park and recreation policies.



Upon failure of the CITY to abide by any of the restrictions listed in (a) through (c), the County shall provide the CITY with written notice of the alleged violations including a statement "The County will exercise its reversionary interest in the property if the violation is not cured." Within 45 days of receipt of the notice, the CITY shall cure the violation. If the violation is of a type that cannot be cured within this time period, the CITY shall notify the County in writing specifying the reason and the additional time required to cure the violation. However, in no event shall the time to cure exceed 90 days, unless such time period is extended by action of the County Commission. Failure of the CITY to comply with all of the terms of this paragraph, after thirty days written notice, shall cause the title to automatically revert to Miami-Dade County.

This grant conveys only the interest of the County and its Board of County Commissioners in the property herein described and shall not be deemed to warrant the title or to represent any state of facts concerning the same.

IN WITNESS WHEREOF the said party of the first part has caused these presents to be executed in its name by its Board of County Commissioners acting by the Mayor of said Board, the day and year aforesaid.

(OFFICIAL SEAL)

ATTEST:

HARVEY RUVIN, CLERK

MIAMI-DADE COUNTY, FLORIDA  
BY ITS BOARD OF  
COUNTY COMMISSIONERS

By: \_\_\_\_\_  
Deputy Clerk

By: \_\_\_\_\_  
Mayor

Approved for legal sufficiency: \_\_\_\_\_

The foregoing was authorized and approved by Resolution No. R-\_\_\_\_\_ of the Board of County Commissioners of Miami-Dade County, Florida, on the \_\_\_\_\_ day of \_\_\_\_\_, 2003.

Instrument prepared under the direction of  
Thomas Goldstein, Assistant County Attorney:  
111 N.W. 1 Street, 28 Floor  
Miami, Florida 33128-1907

Folio No. 34-1134-000-0051

## COUNTY DEED

THIS DEED, made this            day of            2004, A.D. by **MIAMI-DADE COUNTY, FLORIDA**, a Political Subdivision of the State of Florida, party of the first part, whose address is: Stephen P. Clark Center, 111 N.W. 1 Street Suite 2460, Miami, Florida 33128-1963, and the **CITY OF MIAMI GARDENS**, party of the second part, whose address is, 17801 NW Second Avenue, Miami Gardens, Florida 33169.

### *WITNESSETH:*

That the said party of the first part, for no consideration and in accordance with Florida Statute 197.592(3) has granted, bargained, and conveyed as is, **Lake Lucerne Park** to the said party of the second part, his/her heirs and assigns forever, the following described land lying and being in Miami-Dade County, Florida:

Folio Number 34-1134-000-0051

The West 198 feet of the South 600 feet of the Northeast  $\frac{1}{4}$   
Less the West 50 feet and the South 35 feet thereof; and  
the South 165 feet of the East 27 feet of the West 225 feet of the Northeast  $\frac{1}{4}$ ,  
Less the South 35 feet thereof,  
All in Section 34, Township 51 South, Range 41 East

The CITY shall: a) maintain the property in perpetuity as a public park, b) agree to govern itself, in regards to the subject property, in accordance with Article 6 of the County Charter, c) allow all unincorporated residents equal access and use of the park and not discriminate in program registration, pricing and other policies.

The CITY agrees that it will make every good faith effort to develop, operate and maintain the Park in a manner that provides appropriate active and passive recreational opportunities to park users consistent with normal and customary park and recreation policies.

Upon failure of the CITY to abide by any of the restrictions listed in (a) through (c), the County shall provide the CITY with written notice of the alleged violations including a statement "The County will exercise its reversionary interest in the property if the violation is not cured." Within 45 days of receipt of the notice, the CITY shall cure the violation. If the violation is of a type that cannot be cured within this time period, the CITY shall notify the County in writing specifying the reason and the additional time required to cure the violation. However, in no event shall the time to cure exceed 90 days, unless such time period is extended by action of the County Commission. Failure of the CITY to comply with all of the terms of this paragraph, after thirty days written notice, shall cause the title to automatically revert to Miami-Dade County.

This grant conveys only the interest of the County and its Board of County Commissioners in the property herein described and shall not be deemed to warrant the title or to represent any state of facts concerning the same.

IN WITNESS WHEREOF the said party of the first part has caused these presents to be executed in its name by its Board of County Commissioners acting by the Mayor of said Board, the day and year aforesaid.

(OFFICIAL SEAL)

ATTEST:

HARVEY RUVIN, CLERK

MIAMI-DADE COUNTY, FLORIDA  
BY ITS BOARD OF  
COUNTY COMMISSIONERS

By: \_\_\_\_\_  
Deputy Clerk

By: \_\_\_\_\_  
Mayor

Approved for legal sufficiency: \_\_\_\_\_

The foregoing was authorized and approved by Resolution No. R-\_\_\_\_\_ of the Board of County Commissioners of Miami-Dade County, Florida, on the \_\_\_\_\_ day of \_\_\_\_\_, 2003.

Instrument prepared under the direction of  
Thomas Goldstein, Assistant County Attorney:  
111 N.W. 1 Street, 28 Floor  
Miami, Florida 33128-1907

Folio No. 34-2104-003-1050 and  
34-2104-032-0010

## COUNTY DEED

THIS DEED, made this            day of            2004, A.D. by **MIAMI-DADE COUNTY, FLORIDA**, a Political Subdivision of the State of Florida, party of the first part, whose address is: ~~Stephen P. Clark Center, 111 N.W. 1 Street Suite 2460, Miami, Florida 33128-1963, and the CITY OF~~ **MIAMI GARDENS**, party of the second part, whose address is, 17801 NW Second Avenue, Miami Gardens, Florida 33169.

### *WITNESSETH:*

That the said party of the first part, for no consideration and in accordance with Florida Statute 197.592(3) has granted, bargained, and conveyed as is, **Miami Carol City Park** to the said party of the second part, his/her heirs and assigns forever, the following described land lying and being in Miami-Dade County, Florida:

Folio Number 34-2104-003-1050  
Lots 48, 49 and 50 in Block G of Garden Road Highlands, as recorded in Plat Book 15 Page 64  
Less the East 10.00 feet of said Lot 50, and  
The South 20.00 feet of Lots 1, 2, and 3 in said Block G, and  
The East 5.03 feet of Lot 47 in said Block G, and  
The East 5.03 feet of the South 20.00 feet of Lot 4 in said Block G, and

Folio Number 34-2104-032-0010  
Tract A of Miami Carol City Park, as recorded in Plat Book 129 Page 36

The CITY shall: a) maintain the property in perpetuity as a public park, b) agree to govern itself, in regards to the subject property, in accordance with Article 6 of the County Charter, c) allow all unincorporated residents equal access and use of the park and not discriminate in program registration, pricing and other policies.

The CITY agrees that it will make every good faith effort to develop, operate and maintain the Park in a manner that provides appropriate active and passive recreational opportunities to park users consistent with normal and customary park and recreation policies.

Upon failure of the CITY to abide by any of the restrictions listed in (a) through (c), the County shall provide the CITY with written notice of the alleged violations including a statement "The County will exercise its reversionary interest in the property if the violation is not cured." Within 45 days of receipt of the notice, the CITY shall cure the violation. If the violation is of a type that cannot be cured within this time period, the CITY shall notify the County in writing specifying the reason and the additional time required to cure the violation. However, in no event shall the time to cure exceed 90 days, unless such time period is extended by action of the County Commission. Failure of the CITY to comply with all of the terms of this paragraph, after thirty days written notice, shall cause the title to automatically revert to Miami-Dade County.

This grant conveys only the interest of the County and its Board of County Commissioners in the property herein described and shall not be deemed to warrant the title or to represent any state of facts concerning the same.

IN WITNESS WHEREOF the said party of the first part has caused these presents to be executed in its name by its Board of County Commissioners acting by the Mayor of said Board, the day and year aforesaid.

(OFFICIAL SEAL)

ATTEST:

HARVEY RUVIN, CLERK

MIAMI-DADE COUNTY, FLORIDA  
BY ITS BOARD OF  
COUNTY COMMISSIONERS

By: \_\_\_\_\_  
Deputy Clerk

By: \_\_\_\_\_  
Mayor

Approved for legal sufficiency: \_\_\_\_\_

The foregoing was authorized and approved by Resolution No. R-\_\_\_\_\_ of the Board of County Commissioners of Miami-Dade County, Florida, on the \_\_\_\_\_ day of \_\_\_\_\_, 2003.



Instrument prepared under the direction of  
Thomas Goldstein, Assistant County Attorney:  
111 N.W. 1 Street, 28 Floor  
Miami, Florida 33128-1907

Folio No. 34-2109-002-1050 and  
34-2109-002-1051

## COUNTY DEED

THIS DEED, made this            day of            2004, A.D. by **MIAMI-DADE COUNTY, FLORIDA**, a Political Subdivision of the State of Florida, party of the first part, whose address is: ~~Stephen P. Clark Center, 111 N.W. 1 Street Suite 2460, Miami, Florida 33128-1963, and the CITY OF~~ **MIAMI GARDENS**, party of the second part, whose address is, 17801 NW Second Avenue, Miami Gardens, Florida 33169.

### *WITNESSETH:*

That the said party of the first part, for no consideration and in accordance with Florida Statute 197.592(3) has granted, bargained, and conveyed as is, **Myrtle Grove Park** to the said party of the second part, his/her heirs and assigns forever, the following described land lying and being in Miami-Dade County, Florida:

Folio Number 34-2109-002-1050  
Tract A, less the East 135.07 feet, Block 5 of Myrtle Grove as recorded in Plat Book 53 Page 90

Folio Number 34-2109-002-1051

The East 135.07 feet of Tract A, Block 5 of Myrtle Grove as recorded in Plat Book 53 Page 90

The CITY shall: a) maintain the property in perpetuity as a public park, b) agree to govern itself, in regards to the subject property, in accordance with Article 6 of the County Charter, c) allow all unincorporated residents equal access and use of the park and not discriminate in program registration, pricing and other policies.

The CITY agrees that it will make every good faith effort to develop, operate and maintain the Park in a manner that provides appropriate active and passive recreational opportunities to park users consistent with normal and customary park and recreation policies.

Upon failure of the CITY to abide by any of the restrictions listed in (a) through (c), the County shall provide the CITY with written notice of the alleged violations including a statement "The County will exercise its reversionary interest in the property if the violation is not cured." Within 45 days of receipt of the notice, the CITY shall cure the violation. If the violation is of a type that cannot be cured within this time period, the CITY shall notify the County in writing specifying the reason and the additional time required to cure the violation. However, in no event shall the time to cure exceed 90 days, unless such time period is extended by action of the County Commission. Failure of the CITY to comply with all of the terms of this paragraph, after thirty days written notice, shall cause the title to automatically revert to Miami-Dade County.

This grant conveys only the interest of the County and its Board of County Commissioners in the property herein described and shall not be deemed to warrant the title or to represent any state of facts concerning the same.

IN WITNESS WHEREOF the said party of the first part has caused these presents to be executed in its name by its Board of County Commissioners acting by the Mayor of said Board, the day and year aforesaid.

(OFFICIAL SEAL)

ATTEST:

HARVEY RUVIN, CLERK

MIAMI-DADE COUNTY, FLORIDA  
BY ITS BOARD OF  
COUNTY COMMISSIONERS

By: \_\_\_\_\_  
Deputy Clerk

By: \_\_\_\_\_  
Mayor

Approved for legal sufficiency: \_\_\_\_\_

The foregoing was authorized and approved by Resolution No. R-\_\_\_\_\_ of the Board of County Commissioners of Miami-Dade County, Florida, on the \_\_\_\_\_ day of \_\_\_\_\_, 2003.

Instrument prepared under the direction of  
Thomas Goldstein, Assistant County Attorney:  
111 N.W. 1 Street, 28 Floor  
Miami, Florida 33128-1907

Folio No. 34-2102-004-0020

## COUNTY DEED

THIS DEED, made this            day of            2004, A.D. by **MIAMI-DADE COUNTY, FLORIDA**, a Political Subdivision of the State of Florida, party of the first part, whose address is: Stephen P. Clark Center, 111 N.W. 1 Street Suite 2460, Miami, Florida 33128-1963, and the **CITY OF MIAMI GARDENS**, party of the second part, whose address is, 17801 NW Second Avenue, Miami Gardens, Florida 33169.

### *WITNESSETH:*

That the said party of the first part, for no consideration and in accordance with Florida Statute 197.592(3) has granted, bargained, and conveyed as is, **North Dade Optimists Club Park** to the said party of the second part, his/her heirs and assigns forever, the following described land lying and being in Miami-Dade County, Florida:

Folio Number 34-2102-004-0020

North ½ of Tract F of Norwood Second Addition as recorded in Plat Book 59 Page 33

The CITY shall: a) maintain the property in perpetuity as a public park, b) agree to govern itself, in regards to the subject property, in accordance with Article 6 of the County Charter, c) allow all unincorporated residents equal access and use of the park and not discriminate in program registration, pricing and other policies.

The CITY agrees that it will make every good faith effort to develop, operate and maintain the Park in a manner that provides appropriate active and passive recreational opportunities to park users consistent with normal and customary park and recreation policies.

Upon failure of the CITY to abide by any of the restrictions listed in (a) through (c), the County shall provide the CITY with written notice of the alleged violations including a statement "The County will exercise its reversionary interest in the property if the violation is not cured." Within 45 days of receipt of the notice, the CITY shall cure the violation. If the violation is of a type that cannot be cured within this time period, the CITY shall notify the County in writing specifying the reason and the additional time required to cure the violation. However, in no event shall the time to cure exceed 90 days, unless such time period is extended by action of the County Commission. Failure of the CITY to comply with all of the terms of this paragraph, after thirty days written notice, shall cause the title to automatically revert to Miami-Dade County.

This grant conveys only the interest of the County and its Board of County Commissioners in the property herein described and shall not be deemed to warrant the title or to represent any state of facts concerning the same.

IN WITNESS WHEREOF the said party of the first part has caused these presents to be executed in its name by its Board of County Commissioners acting by the Mayor of said Board, the day and year aforesaid.

(OFFICIAL SEAL)

ATTEST:

HARVEY RUVIN, CLERK

MIAMI-DADE COUNTY, FLORIDA  
BY ITS BOARD OF  
COUNTY COMMISSIONERS

By: \_\_\_\_\_  
Deputy Clerk

By: \_\_\_\_\_  
Mayor

Approved for legal sufficiency: \_\_\_\_\_

The foregoing was authorized and approved by Resolution No. R-\_\_\_\_\_ of the Board of County Commissioners of Miami-Dade County, Florida, on the \_\_\_\_\_ day of \_\_\_\_\_, 2003.

Instrument prepared under the direction of  
Thomas Goldstein, Assistant County Attorney:  
111 N.W. 1 Street, 28 Floor  
Miami, Florida 33128-1907

Folio No. 34-2102-000-0030

## COUNTY DEED

THIS DEED, made this            day of            2004, A.D. by **MIAMI-DADE COUNTY, FLORIDA**, a Political Subdivision of the State of Florida, party of the first part, whose address is: Stephen P. Clark Center, 111 N.W. 1 Street Suite 2460, Miami, Florida 33128-1963, and the **CITY OF MIAMI GARDENS**, party of the second part, whose address is, 17801 NW Second Avenue, Miami Gardens, Florida 33169.

### ***WITNESSETH:***

That the said party of the first part, for no consideration and in accordance with Florida Statute 197.592(3) has granted, bargained, and conveyed as is, **Norwood Park** to the said party of the second part, his/her heirs and assigns forever, the following described land lying and being in Miami-Dade County, Florida:

Folio Number 34-2102-000-0030

See Attached Exhibit A

The CITY shall: a) maintain the property in perpetuity as a public park, b) agree to govern itself, in regards to the subject property, in accordance with Article 6 of the County Charter, c) allow all unincorporated residents equal access and use of the park and not discriminate in program registration, pricing and other policies.

The CITY agrees that it will make every good faith effort to develop, operate and maintain the Park in a manner that provides appropriate active and passive recreational opportunities to park users consistent with normal and customary park and recreation policies.

Upon failure of the CITY to abide by any of the restrictions listed in (a) through (c), the County shall provide the CITY with written notice of the alleged violations including a statement "The County will exercise its reversionary interest in the property if the violation is not cured." Within 45 days of receipt of the notice, the CITY shall cure the violation. If the violation is of a type that cannot be cured within this time period, the CITY shall notify the County in writing specifying the reason and the additional time required to cure the violation. However, in no event shall the time to cure exceed 90 days, unless such time period is extended by action of the County Commission. Failure of the CITY to comply with all of the terms of this paragraph, after thirty days written notice, shall cause the title to automatically revert to Miami-Dade County.

This grant conveys only the interest of the County and its Board of County Commissioners in the property herein described and shall not be deemed to warrant the title or to represent any state of facts concerning the same.



IN WITNESS WHEREOF the said party of the first part has caused these presents to be executed in its name by its Board of County Commissioners acting by the Mayor of said Board, the day and year aforesaid.

(OFFICIAL SEAL)

ATTEST:

HARVEY RUVIN, CLERK

MIAMI-DADE COUNTY, FLORIDA  
BY ITS BOARD OF  
COUNTY COMMISSIONERS

By: \_\_\_\_\_  
Deputy Clerk

By: \_\_\_\_\_  
Mayor

Approved for legal sufficiency: \_\_\_\_\_

The foregoing was authorized and approved by Resolution No. R-\_\_\_\_\_ of the Board of County Commissioners of Miami-Dade County, Florida, on the \_\_\_\_\_ day of \_\_\_\_\_, 2004.

**Exhibit A**

**Norwood Park Legal Description**

BEG 1290 FT N & 851 FT W OF SE COR OF NW 1/4 TH W 469 FT  
M/L S 12 DEG E 349.23 FT SELY WITH CA 10 DEG M/L ARC DIST  
119.64 FT SELY 50 FT TH E & PARR TO S/L OF NW 1/4 339.76 FT

Instrument prepared under the direction of  
Thomas Goldstein, Assistant County Attorney:  
111 N.W. 1 Street, 28 Floor  
Miami, Florida 33128-1907

Folio No. 34-2102-000-0071

## COUNTY DEED

THIS DEED, made this            day of            2004, A.D. by **MIAMI-DADE COUNTY, FLORIDA**, a Political Subdivision of the State of Florida, party of the first part, whose address is: Stephen P. Clark Center, 111 N.W. 1 Street Suite 2460, Miami, Florida 33128-1963, and the **CITY OF MIAMI GARDENS**, party of the second part, whose address is, 17801 NW Second Avenue, Miami Gardens, Florida 33169.

### ***WITNESSETH:***

That the said party of the first part, for no consideration and in accordance with Florida Statute 197.592(3) has granted, bargained, and conveyed as is, **Rolling Oaks Park** to the said party of the second part, his/her heirs and assigns forever, the following described land lying and being in Miami-Dade County, Florida:

Folio Number 34-2102-000-0071

See Attached Exhibit A

The CITY shall: a) maintain the property in perpetuity as a public park, b) agree to govern itself, in regards to the subject property, in accordance with Article 6 of the County Charter, c) allow all unincorporated residents equal access and use of the park and not discriminate in program registration, pricing and other policies.

The CITY agrees that it will make every good faith effort to develop, operate and maintain the Park in a manner that provides appropriate active and passive recreational opportunities to park users consistent with normal and customary park and recreation policies.

Upon failure of the CITY to abide by any of the restrictions listed in (a) through (c), the County shall provide the CITY with written notice of the alleged violations including a statement "The County will exercise its reversionary interest in the property if the violation is not cured." Within 45 days of receipt of the notice, the CITY shall cure the violation. If the violation is of a type that cannot be cured within this time period, the CITY shall notify the County in writing specifying the reason and the additional time required to cure the violation. However, in no event shall the time to cure exceed 90 days, unless such time period is extended by action of the County Commission. Failure of the CITY to comply with all of the terms of this paragraph, after thirty days written notice, shall cause the title to automatically revert to Miami-Dade County.

This grant conveys only the interest of the County and its Board of County Commissioners in the property herein described and shall not be deemed to warrant the title or to represent any state of facts concerning the same.

IN WITNESS WHEREOF the said party of the first part has caused these presents to be executed in its name by its Board of County Commissioners acting by the Mayor of said Board, the day and year aforesaid.

(OFFICIAL SEAL)

ATTEST:

HARVEY RUVIN, CLERK

MIAMI-DADE COUNTY, FLORIDA  
BY ITS BOARD OF  
COUNTY COMMISSIONERS

By: \_\_\_\_\_  
Deputy Clerk

By: \_\_\_\_\_  
Mayor

Approved for legal sufficiency: \_\_\_\_\_

The foregoing was authorized and approved by Resolution No. R-\_\_\_\_\_ of the Board of County Commissioners of Miami-Dade County, Florida, on the \_\_\_\_\_ day of \_\_\_\_\_, 2004.

**Exhibit A**

**Rolling Oaks Park Legal Description**

BEG 45 FT E OF NW COR SW 1/4 OF SW 1/4 N 25.14 FT  
NELY & ELY AL S/L TR A 111-59 FOR 646.97 FT N19 DEG W  
98.76 FT N65 DEG E 254.59 FT TO SWLY PKWY R/W/L

Instrument prepared under the direction of  
Thomas Goldstein, Assistant County Attorney:  
111 N.W. 1 Street, 28 Floor  
Miami, Florida 33128-1907

Folio No. 34-2111-007-1250  
34-2111-007-1251

## COUNTY DEED

THIS DEED, made this            day of            2004, A.D. by **MIAMI-DADE COUNTY, FLORIDA**, a Political Subdivision of the State of Florida, party of the first part, whose address is: Stephen P. Clark Center, 111 N.W. 1 Street Suite 2460, Miami, Florida 33128-1963, and the **CITY OF MIAMI GARDENS**, party of the second part, whose address is, 17801 NW Second Avenue, Miami Gardens, Florida 33169.

### *WITNESSETH:*

That the said party of the first part, for no consideration and in accordance with Florida Statute 197.592(3) has granted, bargained, and conveyed as is, **Scott Park** to the said party of the second part, his/her heirs and assigns forever, the following described land lying and being in Miami-Dade County, Florida:

Folio Numbers 34-2111-007-1250, 34-2111-007-1251 and 34-2111-007-1261

See Attached Exhibit A

The CITY shall: a) maintain the property in perpetuity as a public park, b) agree to govern itself, in regards to the subject property, in accordance with Article 6 of the County Charter, c) allow all unincorporated residents equal access and use of the park and not discriminate in program registration, pricing and other policies.

The CITY agrees that it will make every good faith effort to develop, operate and maintain the Park in a manner that provides appropriate active and passive recreational opportunities to park users consistent with normal and customary park and recreation policies.

Upon failure of the CITY to abide by any of the restrictions listed in (a) through (c), the County shall provide the CITY with written notice of the alleged violations including a statement "The County will exercise its reversionary interest in the property if the violation is not cured." Within 45 days of receipt of the notice, the CITY shall cure the violation. If the violation is of a type that cannot be cured within this time period, the CITY shall notify the County in writing specifying the reason and the additional time required to cure the violation. However, in no event shall the time to cure exceed 90 days, unless such time period is extended by action of the County Commission. Failure of the CITY to comply with all of the terms of this paragraph, after thirty days written notice, shall cause the title to automatically revert to Miami-Dade County.

This grant conveys only the interest of the County and its Board of County Commissioners in the property herein described and shall not be deemed to warrant the title or to represent any state of facts concerning the same.



IN WITNESS WHEREOF the said party of the first part has caused these presents to be executed in its name by its Board of County Commissioners acting by the Mayor of said Board, the day and year aforesaid.

(OFFICIAL SEAL)

ATTEST:

HARVEY RUVIN, CLERK

MIAMI-DADE COUNTY, FLORIDA  
BY ITS BOARD OF  
COUNTY COMMISSIONERS

By: \_\_\_\_\_  
Deputy Clerk

By: \_\_\_\_\_  
Mayor

Approved for legal sufficiency: \_\_\_\_\_

The foregoing was authorized and approved by Resolution No. R-\_\_\_\_\_ of the Board of County Commissioners of Miami-Dade County, Florida, on the \_\_\_\_\_ day of \_\_\_\_\_, 2004.

**Exhibit A**

**Scott Park Legal Description**

Folio 34-2111-007-1251

Scott Park of Scott Lake Manor Section 5, as recorded in Plat Book 65, Page 10, less the portion deeded to North Dade Water Company as recorded in Clerk's File GG-43592

Folio 34-2111-007-1250

See attached

Folio 34-2111-007-1261

The portion of Scott Lake Manor Sec 5, PB 65-10 corresponding to the East 70.85 feet of West 232.85 feet of the North 61.5 feet of the South 833 feet of the SW  $\frac{1}{4}$  of the NW  $\frac{1}{4}$  of Section 11, Township 52 South, Range 41 East.

Containing 4,356 square feet or .10 acre, more or less by calculation

Instrument prepared under the direction of  
Thomas Goldstein, Assistant County Attorney:  
111 N.W. 1 Street, 28 Floor  
Miami, Florida 33128-1907

Folio No. 34-1132-009-0270

## COUNTY DEED

THIS DEED, made this            day of            2004, A.D. by **MIAMI-DADE COUNTY, FLORIDA**, a Political Subdivision of the State of Florida, party of the first part, whose address is: Stephen P. Clark Center, 111 N.W. 1 Street Suite 2460, Miami, Florida 33128-1963, and the **CITY OF MIAMI GARDENS**, party of the second part, whose address is, 17801 NW Second Avenue, Miami Gardens, Florida 33169.

### ***WITNESSETH:***

That the said party of the first part, for no consideration and in accordance with Florida Statute 197.592(3) has granted, bargained, and conveyed as is, **Vista Verde Park** to the said party of the second part, his/her heirs and assigns forever, the following described land lying and being in Miami-Dade County, Florida:

Folio Number 34-1132-009-0270

Park Site of the plat of Vista Verde Townhouse Section A, Plat Book 93 Page 2

The CITY shall: a) maintain the property in perpetuity as a public park, b) agree to govern itself, in regards to the subject property, in accordance with Article 6 of the County Charter, c) allow all unincorporated residents equal access and use of the park and not discriminate in program registration, pricing and other policies.

The CITY agrees that it will make every good faith effort to develop, operate and maintain the Park in a manner that provides appropriate active and passive recreational opportunities to park users consistent with normal and customary park and recreation policies.

Upon failure of the CITY to abide by any of the restrictions listed in (a) through (c), the County shall provide the CITY with written notice of the alleged violations including a statement "The County will exercise its reversionary interest in the property if the violation is not cured." Within 45 days of receipt of the notice, the CITY shall cure the violation. If the violation is of a type that cannot be cured within this time period, the CITY shall notify the County in writing specifying the reason and the additional time required to cure the violation. However, in no event shall the time to cure exceed 90 days, unless such time period is extended by action of the County Commission. Failure of the CITY to comply with all of the terms of this paragraph, after thirty days written notice, shall cause the title to automatically revert to Miami-Dade County.

This grant conveys only the interest of the County and its Board of County Commissioners in the property herein described and shall not be deemed to warrant the title or to represent any state of facts concerning the same.

IN WITNESS WHEREOF the said party of the first part has caused these presents to be executed in its name by its Board of County Commissioners acting by the Mayor of said Board, the day and year aforesaid.

(OFFICIAL SEAL)

ATTEST:

HARVEY RUVIN, CLERK

MIAMI-DADE COUNTY, FLORIDA  
BY ITS BOARD OF  
COUNTY COMMISSIONERS

By: \_\_\_\_\_  
Deputy Clerk

By: \_\_\_\_\_  
Mayor

Approved for legal sufficiency: \_\_\_\_\_

The foregoing was authorized and approved by Resolution No. R-\_\_\_\_\_ of the Board of County Commissioners of Miami-Dade County, Florida, on the \_\_\_\_\_ day of \_\_\_\_\_, 2004

Instrument prepared under the direction of  
Thomas Goldstein, Assistant County Attorney:  
111 N.W. 1 Street, 28 Floor  
Miami, Florida 33128-1907

Folio No. 34-1133-024-0010

## COUNTY DEED

THIS DEED, made this            day of            2004, A.D. by **MIAMI-DADE COUNTY, FLORIDA**, a Political Subdivision of the State of Florida, party of the first part, whose address is: Stephen P. Clark Center, 111 N.W. 1 Street Suite 2460, Miami, Florida 33128-1963, and the **CITY OF MIAMI GARDENS**, party of the second part, whose address is, 900 Avenue, MIAMI GARDENS, Florida 33157.

### *WITNESSETH:*

That the said party of the first part, for no consideration and in accordance with Florida Statute 197.592(3) has granted, bargained, and conveyed as is, **Buccaneer Park** to the said party of the second part, his/her heirs and assigns forever, the following described land lying and being in Miami-Dade County, Florida:

Folio 34-1133-024-0010

Tract A, of Buccaneer Park, Plat Book 129 Page 69

The CITY shall: a) maintain the property in perpetuity as a public park, b) agree to govern itself, in regards to the subject property, in accordance with Article 6 of the County Charter, c) allow all unincorporated residents equal access and use of the park and not discriminate in program registration, pricing and other policies.

The CITY agrees that it will make every good faith effort to develop, operate and maintain the Park in a manner that provides appropriate active and passive recreational opportunities to park users consistent with normal and customary park and recreation policies.

Upon failure of the CITY to abide by any of the restrictions listed in (a) through (c), the County shall provide the CITY with written notice of the alleged violations including a statement "The County will exercise its reversionary interest in the property if the violation is not cured." Within 45 days of receipt of the notice, the CITY shall cure the violation. If the violation is of a type that cannot be cured within this time period, the CITY shall notify the County in writing specifying the reason and the additional time required to cure the violation. However, in no event shall the time to cure exceed 90 days, unless such time period is extended by action of the County Commission. Failure of the CITY to comply with all of the terms of this paragraph, after thirty days written notice, shall cause the title to automatically revert to Miami-Dade County.

This grant conveys only the interest of the County and its Board of County Commissioners in the property herein described and shall not be deemed to warrant the title or to represent any state of facts concerning the same.

IN WITNESS WHEREOF the said party of the first part has caused these presents to be executed in its name by its Board of County Commissioners acting by the Mayor of said Board, the day and year aforesaid.

(OFFICIAL SEAL)

ATTEST:

HARVEY RUVIN, CLERK

MIAMI-DADE COUNTY, FLORIDA  
BY ITS BOARD OF  
COUNTY COMMISSIONERS

By: \_\_\_\_\_  
Deputy Clerk

By: \_\_\_\_\_  
Mayor

Approved for legal sufficiency: \_\_\_\_\_

The foregoing was authorized and approved by Resolution No. R-\_\_\_\_\_ of the Board of County Commissioners of Miami-Dade County, Florida, on the \_\_\_\_\_ day of \_\_\_\_\_, 2003.